



EMBASSY OF THE
UNITED STATES OF AMERICA
P.O. BOX 606 - 00621, VILLAGE MARKET
NAIROBI, KENYA

Date: January 24, 2020

Dear Prospective Quoter:

SUBJECT: Solicitation Number 19KE5020Q0002

Enclosed is a Request for Quotations (RFQ) for swimming pool and cabana construction. If you would like to submit a quotation, follow the instructions in Section J of the solicitation, complete the required portions of the attached document, fill in where applicable Standard Form 1442 (page2) and submit the packet as explained below.

Your proposal must be submitted in two separate documents as follows;
Title

1. RFQ. **FINANCIAL PROPOSAL**: This entails the price quotation indicating unit and total prices before VAT *(Must have the Company Letter Head or Company Stamp/ Seal including your quotation Reference Number)*.
2. RFQ. **TECHNICAL PROPOSAL** *(Must not have your Letter Head or Company Stamp/Seal i.e. it should be on plain paper)*. Your quotation reference number is required on this which matches the price proposal number)
- This must be submitted on or before **Monday, February 24, 2020. 10.00am East African Time**. Only hard-copy documents will be accepted. The Financial Proposal and the Technical Proposal must be separate. Deliver one original and 2 copies of all submissions to the U.S. Embassy- Nairobi, UN Avenue, Gigiri at the Truck Transfer Area next to CAC 2.

The U.S. Government intends to award a contract/purchase order to the responsible company submitting an acceptable quotation at the lowest price. We intend to award a contract/purchase order based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

All contractors must be registered in the SAM (System for Award Management) Database <https://www.sam.gov> prior to contract award pursuant to FAR provision 52.204-7. Therefore prospective offerors should register prior to the submittal of quotations/proposals. Please note that Kenya is not a danger pay post.

The guidelines for registration in SAM are also available at: <https://www.sam.gov/SAM/>

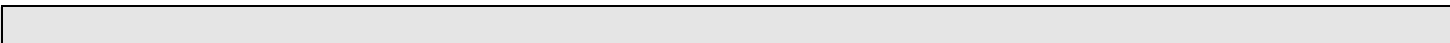
The Embassy intends to conduct a ***Pre-quotation briefing and site visit*** and all prospective quoters who have received a solicitation package are invited to attend. See Section J (Quotation information) of the attached Request for Quotations (RFQ).

Direct any questions regarding this solicitation to Lance Posey by email: NairobiGSO-Contracts@state.gov. kindly reference the [solicitation number for all communications](#).

Sincerely,

Lance Posey,
Contracting Officer

Enclosures



SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 19KE5020Q0002	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFQ)	3. DATE ISSUED 01/24/2020	PAGE OF PAGES 1 72
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IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. PR8892936	6. PROJECT NO.
7. ISSUED BY U.S. Embassy Nairobi	CODE	8. ADDRESS OFFER TO See Item 7
9. FOR INFORMATION CALL:	A. NAME Lance Posey, Contracting Officer	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 020-363 6000

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

SF-1442 SOLICITATION, OFFER, AND AWARD

OVERVIEW

- A. PRICE
 - B. SCOPE OF WORK
 - C. PACKAGING AND MARKING
 - D. INSPECTION AND ACCEPTANCE
 - E. DELIVERIES OR PERFORMANCE
 - F. ADMINISTRATIVE DATA
 - G. SPECIAL REQUIREMENTS
 - H. CLAUSES
 - I. LIST OF ATTACHMENTS
 - J. QUOTATION INFORMATION
 - K. EVALUATION CRITERIA
 - L. REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS
- ATTACHMENTS

11. The Contractor shall begin performance within 1 calendar days and complete it within 100 calendar days after receiving
☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See _____.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.)

☐ YES ☒ NO

12B. CALENDAR DAYS

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 2 copies to perform the work required are due at the place specified in Item 8 by 10:00 AM _____ (hour) local time February 24, 2020 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due

B. An offer guarantee ☐ is, ☒ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

Offers providing less than 30 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NO. (Include area code)
		16. REMITTANCE ADDRESS (Include only if different than Item 14)
CODE	FACILITY CODE	

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	B. SIGNATURE	C. OFFER DATE
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AWARD (To be completed by Government)

21. 21. ITEMS ACCEPTED:
All

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM G.3	25. 25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()
26. ADMINISTERED BY Block 31	CODE	27. PAYMENT WILL BE MADE BY Charleston Financial Center

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input checked="" type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>2</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.		<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) You	
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31A. NAME OF CONTRACTING OFFICER (Type or print) Lance Posey	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY:	31C. AWARD DATE

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Attachment 1: Sample Letter of Bank Guaranty

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Attachment 16-Water Quality Analysis- Municipal Water.

Attachment 17-Water Quality Analysis- Borehole Water

REQUEST FOR QUOTATIONS – CONSTRUCTION

OVERVIEW

Client:

The United States Government (USG), Department of State (DOS), has a requirement to undertake construction of a residential swimming pool.

Location:

(CMR- R130013). Spring valley – Kyuna road.

Contact:

Project Engineer
Facility Management (FAC)
American Embassy Nairobi

The character and scope of the work are set forth in the contract. The Contractor shall furnish and install all materials required by this contract.

In case of differences between small and large-scale drawings, the latter will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other portions of the work.

OBJECTIVE

Requirements in this SOW serve as a direction to the Contractor undertaking construction of the swimming pool and cabana. The Contractor shall perform all services in accordance with local and international safety and construction standards as generally applicable to accepted professional practices.

The work shall be undertaken according to the Scope Of Work (SOW), List Specifications, Appendices 1 through 24, and Engineering Drawings.

No variations /deviations will be implemented without prior approval from the Contracting Officer (CO). Any foreseeable element likely to warrant cost adjustments must be discussed prior to contract signing through Request for Information (RFI) submittal.

A. PRICE

The Contractor shall complete all work, including furnishing all labor, material, equipment and services required under this purchase order for the following firm fixed price and within the time specified. This price shall include all labor, materials, all insurances, overhead and profit.

Item #	Descriptions	Units	Quantity	Price per unit	Total Price
1	Mobilization/Demobilization/Design interpretation: The contractor shall safely secure the work area, provide all hounding, shoring, scaffolding, Protective gear and all associated materials to prepare safe working space. Upon completion of the project, allow for site demobilization, clean up, restoration of the landscape to blend with the existing ecosystem. Allow for architectural and engineering expert service dedicated to accurate interpretation of the client provided drawings and design concept to enhance effecting technical communication across the stakeholders. The vendor shall obtain all required permits from the relevant authorities for compliance.	Lump Sum	1		
2	Landscaping: Allowance for landscaping design and implementation, 10 meters around perimeter of Pool Deck, assuming pool deck is 10cm above adjacent grade at closest point, to include privacy hedge, and indigenous pollinator plantings.	Lump Sum	1		
3	Excavation and cart away: Prepare site, provide labor, required equipment and undertake ground excavation on the space prior to swimming pool, pool pump room, cabanas and septic system construction. This shall be done in a systematic manner in with all factors put into considerations including but not limited to: Engineering design, Underground features, weather, project schedule, site operations convenience. (See drawings: Cabana and Pool	M Cubic	400		

	plans/SOW)				
4	Swimming Pool Construction: Provide materials, labor, equipment and undertake construction of the swimming pool putting into consideration the attached drawings. This shall include decking, drainage channels, drain sump, reinforced concrete pool shell with all waterproofing treatments and reinforcement details as per SOW, tiling as per client's tiles selection. (See Cabana Plan and Elevations/SOW)	Lump Sum	1		
5	Pool features and finishes: Provide materials, labor, equipment and undertake installation of all swimming pool features, putting into consideration of the attached drawings. This shall include but not limited to: Pool coping, skimmers, depth markings, water jets, pool ladders (s/steel), stair handrail, pool lights, gratings, drain ports, inspection manholes, stairs, (See drawings on pool details/SOW)	Lump Sum	1		
6	Pool pump room /plumbing: Provide materials, labor, equipment and undertake construction of all plumbing and pump room, putting into to consideration the provided drawings. This shall include but not limited to: Supply and return lines in schedule 80 PVC, skimmers connection in schedule 80 PVC, sand filter housing complete with control valve and sand media, pumps as per the specifications, power connections, power panels and control panels. (See drawings on Pool plumbing/SOW)	Lump Sum	1		
7	Pool heating: Provide materials, labor, equipment and undertake pool heaters installation with the capacity to heat and maintain the pool water (150 cubic meter) to temperature between 26 deg C to 28Deg C, sized to Nairobi ambient	Lump Sum	1		

	condition (consider temperature profile for the entire year). The pool heater shall be powered using 415V/50hz three phase heat pump rated at 140000BTU heater. Allow for thermal blanket for heat conservation.				
8	Swimming Pool fencing and other safety features: In line with the SHEM pool safety policy, install a fence around the swimming pool, complete with children anti-tamper gates, signages. Allow for swimming pool safety equipment including but not limited to: Shepherd hooks, Buoy, cleaning equipment (brushes, vacuum lines, . See Pool features checklist/SOW	Lump Sum	1		
9	Provide line item allowance for exterior lighting, photo sensing auto on/off for safety, security, and ambience lighting of pool deck.	Each	10 (min').		
10	Cabana plumbing: Provide materials, labor, equipment and undertake construction of all plumbing putting into to consideration the provided drawings. This shall include but not limited to: Supply and return lines in PPR, water pressure booster pump.	Lump Sum	1		
11	Cabana Decking: Provide materials, labor and install decking/veranda round the cabana using natural stone tiling (as selected by the client). Around the deck, introduce French drain, install road kerb/channel flash to the general ground and in-fill the 60mm away from the edge. Pack black river pebbles (25mm to 50mm mix) as infill material between the road channel and the decking/veranda edge.	Lump Sum	1		
12	Pool cabanas Construction: Provide materials, labor, equipment and undertake construction of the pool cabanas, putting into consideration the provided drawings: This shall include but not limited to: Ladies toilets, showers/changing	Lump Sum	1		

	rooms, Gents toilets, urinals, showers/changing rooms, bar/sitting area, internal finishes, cabinets, mirrors, drainages, doors/window/associated hardware, main housing /roofing /ceiling, lighting, power outlets, air ducting/vents, (See drawings/SOW)				
13	Septic tank and soak pit: Provide materials, labor, equipment and undertake construction of sewer system complete with septic tanks, soak pits, inspection manholes, waste pipe connection, (See drawings)	Lump Sum	1		
14	Cold and hot water provisions: The vendor shall install cold and hot water as required in the cabanas in the washrooms and the bar as per the drawings provided. This shall include potable water point at the bar and all bathrooms that complies with the OBO standards as per attached parameters	Lump Sum	1		
15	Cabana water heaters Provide materials, labor, equipment and undertake cabana water heaters installation to temperature between 40 deg C to 60Deg C. The water heater shall be powered using 240 V/50H single phase. The water heater shall be fitted with all safety features including but not limited to : 6bars pressure relief valve, pressure tested insulated vessel (100 lit), BMST 7 thermostatic switch, over load protected starter (cooker unit), high temperate(200 deg' C) and high pressure (15bars) rated pipes, secondary flood control tray, relief vent	Lump Sum	1		
16	Pool and cabanas testing and commissioning: Allow for testing and commissioning of the entire system including swimming pool, pumping station, toilets system, lighting. The pool shall be handed full of water at the appropriate chemical condition (heated to 28 Dec C, Free Chlorine at 4 ppm,	Lump Sum	1		

	PH at 7-8, clear water, Algae free. Allow for provision of the following requirements based upon OSHA standard CFR 1910.151.c: Start up chemicals, materials, buoy, shepherd hooks, pool surface scrubbing brushes				

Total Kshs. Price (including all labor, materials, overhead and profit)	
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A.1 VALUE ADDED TAX

VALUE ADDED TAX (VAT). The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government.

B. SCOPE OF WORK

SCOPE OF WORK DESCRIPTIONS

i. Mobilization/Demobilization/Design interpretation:

The contractor shall safely secure the work area, provide all hoarding, shoring, scaffolding, Protective gear and all associated materials to prepare safe working space. Upon completion of the project, allow for site demobilization, clean up, restoration of the landscape to blend with the existing ecosystem. Allow for architectural and engineering expert service dedicated to accurate interpretation of the client provided drawings and design concept to enhance effecting technical communication across the stakeholders. The vendor shall obtain all required permits from the relevant authorities for local and applicable international compliance. This shall include but not limited to National Construction Authority (NCA) permit, Nairobi City County (NCC) permit, National Environment Management Authority (NEMA) permit.

The construction zone must be fenced for access control to a height of 9 feet, made of double twist chain link fence and 60% visibility screen mounted on concreted class B Round Hollow Section (RHS) tube. Upon completion of the construction work, the vendor shall remove the construction fence and make good the site.

Upon completion, the contractor shall engage the services of a professional landscape design company for planning and implementation, characteristic of setting.

ii. Excavation, Leveling and Cart away:

The vendor shall prepare site, provide labor, required equipment and undertake ground excavation work on the marked-out space for the purpose of preparing pool and cabana construction. This shall be done in a systematic manner in with all factors put into considerations including but not limited to: Engineering design, Underground features, weather, project schedule, site operations convenience. Internal roads serving the residential location must be kept free from dirt during. The topography shall be modified to ensure that the correct pool depth is achieved while at the same time placing the cabana foundation at the appropriate height. Engulfment hazard management plan must be drafted, submitted, approved and implemented as required.

iii. Swimming Pool Construction:

The vendor shall provide materials, labor, equipment and undertake construction of the swimming pool putting into consideration the attached drawings. This includes reinforced concrete pool shell with all waterproofing treatments, tiling as per client's tiles selection, decking, drainage channels, drain sump. Pool walls must comply with the Chapter 22 of ACI 318-14. General pool design must comply with International Swimming Pool and Spa Code (ISPSC) Chapter 8: Permanent Inground Residential Swimming Pools (See attached), ISPSC Chapter 2 (Structural integrity)

All dimension as per the attached pool plan and elevations drawing.

NOTE: The swimming pool shall not be a diving pool.

iv. Pool features and finishes:

The vendor shall provide materials, labor, equipment and undertake installation of all swimming pool features, as per detail drawings. This shall include but not limited to: Pool coping, skimmers, depth markings, water jets, pool ladders (s/steel), stair handrail, pool lights, gratings, drain ports, inspection manholes, stairs.

Pool Deck

- ADA accessible path from main driveway to swimming pool deck to be matching pavers over geotextile stabilized base inside a metal landscape edge
- Area should be around 120 SQM with a thickened slab edge installed as a Monolithic pour (in lieu of concrete masonry unit (CMU) stem wall.
- Perimeter fence to be 48 inches in height, made of decorative metal with two pedestrian gates, self-closing, self-locking at 54 inches of height, see attached SHEM guidelines.
- Provide line item allowance for landscaping around entire perimeter of Pool Deck, assuming pool deck is 10cm above adjacent grade at closest point
- Provide line item allowance for exterior lighting of pool deck,
- Hose bibs; provide 2 total; one on the exterior of the Cabana facing pool, and one near the shallow end of the pool; these should accommodate a normal garden hose for cleaning the deck as well as furniture.

Finishes:

- There shall be one aluminum handrail incorporated into the ladder at the deep end of the pool and two aluminum handrails incorporated into the steps at the shallow end; Include 10 underwater lights on a sun sensor/timer.
- Underwater lights: Provide a total of 10 underwater lights; 4 at the pool steps, 2 at the ladder, 2 at the long sides of the deep end, and 2 at the long sides of the shallow end.
- Provide a band of tiles 0.5m wide around the entire top of the pool (along the vertical wall) and a top stone (no mineral content) coping on the deck immediately adjacent to the pool which is .5m wide and encompasses its entire perimeter.
- Shallow end to be 5M at 90cm depth, grading/sloping down over 5M to a depth of 2.0M deep end.

v. Pool Circulation Equipment/Plumbing:

The vendor shall provide materials, labor, equipment and undertake construction of all plumbing and pump room, as per detail drawings. This shall include but not limited to: Supply and return lines in schedule 80 PVC, skimmers connection in schedule 80 PVC, sand filter housing complete with control valve and sand media, pumps as per the specifications, power connections, power panels and control panels. The water circulation, filtration systems shall be installed in accordance with International Swimming Pool and Spa Code (ISPSC) Chapter 8 Permanent Inground Residential Swimming Pools, Chapter 8 and Chapter 2 respectively.

vi. Pool heating:

The vendor shall provide materials, labor, equipment and undertake pool heater installation with the capacity to heat and maintain the pool water (200 cubic meters) to temperature between 23 deg C to 28Deg C, sized to Nairobi ambient conditions (consider temperature profile for the

entire year). The pool heater shall be powered using 415V/50hz three phase. Provide thermal blanket for heat conservation.

vii. Swimming Pool Fencing and other Children safety features

Provide materials and labor to install a fence around the pool complete with all safety features as described in appendix 12. The child safety fence separating the pool deck from the cabana shall be 1.25m high as per the provided illustration (Appendix 12 c), complete with pedestrian gate and hardware (2) designed to SHEMA specifications.

viii. Pool pump room and plumbing:

The vendor shall provide materials, labor, equipment and undertake construction of all plumbing and pump room, putting into consideration the provided drawings. This shall include but not limited to: Supply and return lines in schedule 80 PVC, skimmers connection in schedule 80 PVC, sand filter housing complete with control valve and sand media, pumps as per the specifications, power connections, power panels and control panels.

ix. Pool cabanas Construction:

The vendor shall provide materials, labor, equipment and undertake construction of the pool cabanas, putting into consideration the provided drawings:

This shall include but not limited to:

Ladies toilets, showers/changing rooms, Gents toilets, urinals, showers/changing rooms, bar/sitting area, internal finishes, cabinets, mirrors, drainages, doors/window/associated hardware, main housing /roofing /ceiling, lighting, power outlets, air ducting/vents.

x. Septic tank and soak pit:

The vendor shall provide materials, labor, equipment and undertake construction of sewer system complete with septic tanks, soak pits, inspection manholes, waste pipe connection.

xi. Faucets and Fixture /Fittings

Provide plumbed eyewash station based upon OSHA standard CFR 1910.151.c.

Provide hot and cold water in the toilet and shower rooms as per the provided drawings

Provide potable /drinking water points at the ladies' washroom, Dish washer, Gents washrooms, bar. The treatment of the water must comply with the attached OBO water standards.

xii. Pool and cabanas testing and commissioning:

The vendor shall allow for testing and commissioning of the entire system including swimming pool, pumping station, toilets system, lighting. The pool shall be handed full of water at the appropriate chemical condition (heated to 28 Deg C, Free Chlorine at 4 ppm, PH at 7-8, clear water, Algae free.

xiii. Swimming Pool testing and commissioning:

The vendor shall allow for testing and commissioning of the entire system including swimming pool, pumping station, lighting. The pool shall be delivered at full capacity at the appropriate chemical condition (heated to 28 Deg C, Free Chlorine at 2 ppm, PH at 7-8, clear water, Algae free.

APPLICABLE STANDARDS

1. Local Building codes: the local government (adoptive by-laws), (Building) order 1968
2. Local Safety regulations: OSHA 2007 (safety compliance)
3. Nairobi City County by laws (operational compliance)
4. NEMA by-laws (in safe disposal of waste)
5. US safety regulations: US Army corps of Engineers
6. DOSAR 652.236-70 (attached)
7. International Swimming Pool and Spa Code (ISPSC)
8. Other applicable regulations: See clauses in section H below.
9. American Disabled Association (ADA) code

SPECIAL REQUIREMENTS

- Access onto the premises will be at the discretion of the Regional Security Office and therefore approval must be obtained at least 24hours before date entry.
- Work must be done under escort of the appropriate clearance level as applicable in the space concerned.
- Work schedule must be done in such a way to minimize interruptions, having least impact upon the residence. The schedule and construction logistics must be discussed and approved through the COR. Interruptions to construction must be expected due to representational functions.
- Vendor has the responsibility to obtain all relevant approvals and permits from respective regulatory bodies including but not limited to: National Construction Authority (NCA), National Environmental Authority (NEMA).
- The contractor warrants all construction shall be free of workmanship defects for one year, starting at final turn-over. All equipment warranties pertaining to manufacturing defects shall be honored by the contractor for the period specified by the manufacturer.

All Documentation regarding warranties, guarantees and instructional literature are to be handed to your COR.

C. PACKAGING AND MARKING

Mark materials delivered to the site as follows:

AMERICAN EMBASSY – R13013

D. INSPECTION AND ACCEPTANCE

The COR, or his/her authorized representatives, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

D.1 SUBSTANTIAL COMPLETION

(a) "*Substantial Completion*" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

- (1) do not interfere with the intended occupancy or utilization of the work, and
- (2) can be completed or corrected within the time period required for final completion.

(b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

Use and Possession upon Substantial Completion - The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate will be accompanied by a Schedule of Defects listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

D.2 FINAL COMPLETION AND ACCEPTANCE

D.2.1 "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

D.2.2 The "*date of final completion and acceptance*" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

D.2.3 FINAL INSPECTION AND TESTS. The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

D.2.4 FINAL ACCEPTANCE. If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

- Satisfactory completion of all required tests,
- A final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
- Submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

E. DELIVERIES OR PERFORMANCE

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK
(APR 1984)

The Contractor shall be required to:

- (a) commence on-site construction work under this contract within 07 (Seven) calendar days after the date the Contractor receives the "Construction Notice To Proceed" (CNTP),
- (b) prosecute the work diligently, and,
- (c) complete the entire work ready for use not later than 60 days after the notice to proceed

The time stated for completion shall include final cleanup of the premises, completion of punch-list items and all other items specified in the contract.

The contractor shall be expected to submit work plan/Work break down, resource allocation (tools, labor, materials, equipment, etc.), time schedule (Gantt Chart), through the Contracting Officer Representative (COR) within 07 calendar days

52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of **\$500** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Default clause.

CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

(a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts". The contractor shall provide a detailed schedule, working within the following period: Commencement by first week upon notice to proceed, and completion by 60th day after commencement. (Actual boundary date to be communicated at preconstruction meeting).

(b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.

(c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule, which sequences work so as to minimize disruption at the job site.

(d) All deliverables shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The Contractor shall identify each deliverable as required by the contract.

(e) Acceptance of Schedule: When the Government has accepted any time schedule; it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

- (1) Extend the completion date or obligate the Government to do so,
- (2) Constitute acceptance or approval of any delay, or
- (3) Excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

NOTICE OF DELAY

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than ten (10) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

NOTICE TO PROCEED

(a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must then prosecute the work, commencing and completing performance not later than the time period established in the contract.

(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

WORKING HOURS

a) All work shall be performed during working days and hours as follows:

Monday through Friday: 8:00 AM to 5:00 PM,

Saturday: 8:00 AM to 1:00 PM

Sunday and Holidays: No Work

Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

(b) In addition to the recognized public holidays, the Department of State observes the following American holidays, and/or any other day designated by Federal law, Executive Order or Presidential Proclamation.

Following are the American and Kenyan Holidays to be observed by the U.S. Mission in Kenya during calendar year 2020:

Day/Date Holiday Remark

Wednesday, January 1 New Year's Day American/Kenyan

Monday, January 20 Birthday of Martin Luther King, Jr. American

Monday, February 17 Washington's Birthday American

Friday, April 10 Good Friday Kenyan

Monday, April 13 Easter Monday Kenyan

Friday, May 1 Labor Day Kenyan

Monday, May 25* Idd-al-Fitr* Kenyan

Monday, May 25 Memorial Day American

Monday, June 1 Madaraka Day Kenyan

Friday, July 3 (**observed**) Independence Day American

Friday, July 31** Idd-ul-Azha** Kenyan

Monday, September 7 Labor Day American

Saturday, October 10 Huduma Day Kenyan

Monday, October 12 Columbus Day American

Tuesday, October 20 Mashujaa Day Kenyan

Wednesday, November 11 Veterans Day American

Thursday, November 26 Thanksgiving Day American

Saturday, December 12 Jamuhuri Day Kenyan

Friday, December 25 Christmas Day American/Kenyan

Saturday, December 26 Utamaduni Day Kenyan

*Date yet to be confirmed, Idd-ul-Fitr will be observed as a public holiday subject to the sighting of the moon and as announced by the Chief Kadhi.

** Date to be confirmed when Idd-ul-Azha will be observed as a public holiday subject to the sighting of the moon and announced by the Government.

PRECONSTRUCTION CONFERENCE

A preconstruction conference will be held 2 days after contract award at **US Embassy Nairobi Kenya, UN Avenue, P.O Box 606, 00621 Nairobi, Kenya** to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that effect construction progress. See FAR 52.236-26, Preconstruction Conference.

DELIVERABLES - The following items shall be delivered under this contract:			
<u>Description</u>	<u>Quantity</u>	<u>Deliver Date</u>	<u>Deliver To</u>
Section G. Securities/Insurance	1	2 days after award	CO
Section E. Construction Schedule	1	2 days after award	COR
Section E. Preconstruction Conference	1	2 days after award	COR
Section G. Proof of key personnel competency or qualifications	1	10 days after award	COR
Section F. Payment Request	1	Last calendar day of each month	COR
Section D. Request for Substantial Completion	1	15 days before inspection	COR
Section D. Request for Final Acceptance	1	5 days before inspection	COR

F. ADMINISTRATIVE DATA

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is **Engineer in the Facility Management (FAC) office.**

Payment: The Contractor's attention is directed to Section H, 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following elaborates on the information contained in that clause.

Requests for payment, may be made no more frequently than monthly. Payment requests shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

After receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount, which is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage allowed by in 52.232-5, the Contracting Officer shall advise the Contractor as to the reasons.

Under the authority of 52.232-27(a), the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

<i>Financial Management Officer</i>
<i>U. S Embassy Nairobi</i>
<i>P.O Box 606,00621 Nairobi Kenya</i>

Or email to: NairobiFMCvendors@state.gov

The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment..

G. SPECIAL REQUIREMENTS

G.1.0 PERFORMANCE/PAYMENT PROTECTION - The Contractor shall furnish some form of payment protection as described in 52.228-13 in the amount of 50% of the contract price.

G.1.1 The Contractor shall provide the information required by the paragraph above within ten (10) calendar days after award. Failure to timely submit the required security may result in rescinding or termination of the contract by the Government. If the contract is terminated, the Contractor will be liable for those costs as described in FAR 52.249-10, Default (Fixed-Price Construction), which is included in this purchase order.

G.1.2 The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time. This security shall also guarantee the correction of any defects after completion, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

G.1.3 The required securities shall remain in effect in the full amount required until final acceptance of the project by the Government. Upon final acceptance, the penal sum of the performance security shall be reduced to 10% of the contract price. The security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage.

G.2.0 INSURANCE - The Contractor is required by FAR 52.228-5, "Insurance - Work on a Government Installation" to provide whatever insurance is legally necessary. The Contractor shall at its own expense provide and maintain during the entire performance period the following insurance amounts:

G.2.1 GENERAL LIABILITY (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury) : Upon issuance of the contract, the vendor shall provide policy cover copy to confirm that the elements in question are covered.

(1) BODILY INJURY, ON OR OFF THE SITE, IN U.S. DOLLARS	
Per Occurrence	USD 100,000
Cumulative	Unlimited
(2) PROPERTY DAMAGE, ON OR OFF THE SITE, IN U.S. DOLLARS	
Per Occurrence	USD 200,000
Cumulative	Unlimited

G.2.2 The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

G.2.3 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this

contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

G.2.4 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

G.2.5 The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

G.3.0 DOCUMENT DESCRIPTIONS

G.3.1 SUPPLEMENTAL DOCUMENTS: The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

G.3.1.1. RECORD DOCUMENTS. The Contractor shall maintain at the project site:

- (1) a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,
- (2) a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

G.3.1.2. "As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide:

- (1) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,
- (2) record shop drawings and other submittals, in the number and form as required by the specifications.

G.4.0 LAWS AND REGULATIONS - The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country

authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

G.4.1 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

G.4.2 The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

G.4.3 The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

G.5.0 CONSTRUCTION PERSONNEL - The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those employed at the site. The Contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. The Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

G.5.1 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

G.5.2 After award, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take 2 days to perform. For each individual the list shall include:

Full Name
Place and Date of Birth
Current Address
Identification number

Failure to provide any of the above information may be considered grounds for rejection and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on

site.

G.5.3 The Contractor shall provide an English speaking supervisor on site at all times. This position is considered as key personnel under this purchase order.

G.6.0 Materials and Equipment - All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection by the Contracting Officer.

G.7.0 SPECIAL WARRANTIES

G.7.1 Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they are not in conflict.

G.7.2 The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

G.8.0 EQUITABLE ADJUSTMENTS

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice (within 20 days) stating:

- (a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and
- (b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract

The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence following FAR 52.236-2, Differing Site Conditions.

G.9.0 ZONING APPROVALS AND PERMITS

The Government shall be responsible for:

- obtaining proper zoning or other land use control approval for the project
- obtaining the approval of the Contracting Drawings and Specifications
- paying fees due for the foregoing; and,
- for obtaining and paying for the initial building permits.

H. CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.t> to access links to the FAR. You may also use an internet “search engine” (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clause(s) is/are incorporated by reference (48 CFR CH. 1):

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (NOV 2013)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2018)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (OCT 2015)

52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
52.213-4	TERMS AND CONDITIONS-SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (AUG 2019)
52.216-7	ALLOWABLE COST AND PAYMENT (JUN 2013)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018)
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-3	WORKERS’ COMPENSATION INSURANCE (DEFENSE BASE ACT).
52.228-4	WORKERS’ COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.228-11	PLEDGES OF ASSETS (JAN 2012)
52.228-13	ALTERNATIVE PAYMENT PROTECTION (JULY 2000)
52.228-14	IRREVOCABLE LETTER OF CREDIT (NOV 2014)
52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
52.229-7	TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

52.232-11	EXTRAS (APR 1984)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-22	LIMITATION OF FUNDS (APR 1984)
52.232-25	PROMPT PAYMENT (JULY 2013)
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.233-1	DISPUTES (MAY 2014) <i>Alternate I (DEC 1991)</i>
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.236-2	DIFFERING SITE CONDITIONS (APR 1984)
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.236-5	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-8	OTHER CONTRACTS (APR 1984)
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
52.236-12	CLEANING UP (APR 1984)
52.236-13	ACCIDENT PREVENTION (NOV 1991)
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

- 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
- 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
- 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)
- 52.242-14 SUSPENSION OF WORK (APR 1984)
- 52.243-4 CHANGES (JUN 2007)
- 52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (AUG 2018)
- 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)
- 52.245-9 USE AND CHARGES (APR 2012)
- 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)
- 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)
- 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) *Alternate I (SEPT 1996)*
- 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)

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The following Department of State Acquisition Regulation (DOSAR) clause(s) is/are set forth in full text:

**652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD
ISSUANCE PROCEDURES (MAY 2011)**

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(End of clause)

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an e-mail signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

(a) *High Risk Activities*. If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385-1-1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) below), containing specific hazard mitigation and control techniques.

- (1) Scaffolding;

- (2) Work at heights above 1.8 meters;
- (3) Trenching or other excavation greater than one (1) meter in depth;
- (4) Earth-moving equipment and other large vehicles;
- (5) Cranes and rigging;
- (6) Welding or cutting and other hot work;
- (7) Partial or total demolition of a structure;

(8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;

(9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

(10) Hazardous materials - a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

(b) *Safety and Health Requirements.* The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or OSHA 29 CFR parts 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor's written safety program.

(c) *Mishap Reporting.* The contractor is required to report **immediately** all mishaps to the COR and the contracting officer. A "mishap" is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.

(d) *Records.* The contractor shall maintain an accurate record on all mishaps incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(e) *Subcontracts*. The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) *Written program*. The plan required by paragraph (f)(1) of the clause entitled “Accident Prevention Alternate I” shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.

(1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.

(2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.

(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

(End of clause)

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

(End of clause)

I. LIST OF ATTACHMENTS

ATTACHMENT NUMBER	DESCRIPTION OF ATTACHMENT	NUMBER OF PAGES
Attachment 1	Sample Bank Letter of Guaranty	1
Attachment 2	Pool Drawings	9
Attachment 3	Pool Specifications	5
Attachment 4	Cabana Drawings	9
Attachment 5	Cabana Specifications	1
Attachment 6	Swimming Pool Supplemental Requirements	18
Attachment 7	Topographical Layout for Swimming Pool Project	1
Attachment 8	Geotechnical Specifications	13
Attachment 9	Existing Services Layout	1
Attachment 10	Section Layout for Swimming and Cabana Project	1
Attachment 11	Elevation Layout for Proposed Cabana	1
Attachment 12	Sectional Details for Proposed Swimming Pool Project	1
Attachment 13	Swimming Pool and Cabana Plumbing Elevation	1
Attachment 14	Swimming Pool and Cabana Plumbing	1
Attachment 15	Swimming Pool and Cabana Septic Tank Details	1
Attachment 16	Water Quality Analysis- Municipal Water	2
Attachment 17	Water Quality Analysis- Borehole Water	2

J. QUOTATION INFORMATION

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>

A. QUALIFICATIONS OF OFFERORS

Offerors/quoters must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror/Quoter must meet the following requirements:

- (1) Be able to understand written and spoken English;
- (2) Have an established business with a permanent address and telephone listing;
- (3) Be able to demonstrate prior construction experience with suitable references;
- (4) Have the necessary personnel, equipment and financial resources available to perform the work;
- (5) Have all licenses and permits required by local law;
- (6) Meet all local insurance requirements;
- (7) Have the ability to obtain or to post adequate performance security, such as bonds, irrevocable letters of credit or guarantees issued by a reputable financial institution;
- (8) Have no adverse criminal record; and
- (9) Have no political or business affiliation which could be considered contrary to the interests of the United States.

B. SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the construction services described in SCOPE OF WORK, and the Attachments which are a part of this request for quotation.

Each quotation must consist of the following:		
VOLUME	TITLE	NUMBER OF COPIES*
I	Standard Form 1442 including a completed "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS – See Section 1 paragraph A	2
II	Performance schedule in the form of a "bar chart" and Business Management/Technical Proposal	2

Submit the complete quotation to the address indicated. If mailed, on Standard Form 18, or if hand-delivered, use the address set forth below:

Contracting Officer
American Embassy Nairobi
P.O Box 606,00621
Nairobi, Kenya

The Offeror/Quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation in the appropriate volume of the offer.

Volume II: Performance schedule and Business Management/Technical Proposal.

(a) Present the performance schedule in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date.

(b) The Business Management/Technical Proposal shall be in two parts, including the following information:

Proposed Work Information - Provide the following:

- (1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
- (2) The name and address of the Offeror's field superintendent for this project;
- (3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them; and,

Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
 - (2) Contract number and type;
 - (3) Date of the contract award place(s) of performance, and completion dates;
- Contract dollar value;
- (4) Brief description of the work, including responsibilities; and
 - (5) Any litigation currently in process or occurring within last 5 years.

C. 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) A site visit has been scheduled for **February 10, 2020**. Prospective offerors/quoters should contact NairobiGSO-Contracts@state.gov by February 6, 2020 4:00pm for additional information and to arrange entry to the building.

D. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be between \$ 100,000 and \$250,000

E. LATE QUOTATIONS. Late quotations shall be handled in accordance with FAR.

F. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer.

Also, the full text of a solicitation provision may be accessed electronically at: <http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/vffara.htm>. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov> to access the link to the FAR, or use of an Internet "search engine" (for example, Google, Yahoo or Excite) is suggested to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation provisions are incorporated by reference (48 CFR CH. 1):

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

K. EVALUATION CRITERIA

Award will be made to the lowest priced, acceptable, responsible quoter. The Government reserves the right to reject quotations that are unreasonably low or high in price.

Through the accompanying technical report, the contractor shall demonstrate the following:

i. Technical proposal shall be prepared in a required standard format, with at least the followings:

- ✦ Table of content
- ✦ Order of presentation to be in line with evaluation criteria
- ✦ Include only RFP relevant documentations

ii. Full understanding of the scope of work through the proposal. The vendor must indicate clearly how he/she intends to overcome challenges including but not limited to: weather, local regulations, material handling and movement, environmental friendliness, traffic, minimum interruption to property and residence.

iii. Capacity to deliver – must have evidence of access to specialized equipment and tools required for the services.

iv. Human resource capacity to include qualified (Civil, Mechanical, and Construction) engineering staff.

v. Must be a Pool & Spa industry contractor with references of satisfactorily completed jobs within the last three years. In the last three (3) years, constructed at least three (3) commercially designed private and public-use swimming pools, each of which have incorporated a minimum size of 2,000 square feet of water surface area. Contact information of recent customers is required.

vi. Proposed methodology and work schedule are compliant with the site conditions and operations. Sequence of operations presented on a floating Project Management Gantt chart required.

vii. Provision of reasonable/fair warranty terms which are expressly communicated.

viii. Provide financial statements (3 years) certified by CPA or equivalent.

ix. Derived 50% of its annual revenue from private or public-use swimming pool construction for each of the last three (3) years.

x. Must be a National Construction Authority (NCA) Three (3) registered contractor to the relevant field, or equivalent.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. The Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- otherwise, qualified and eligible to receive an award under applicable laws and regulations.

SECTION L - REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS OR QUOTERS

L.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments
- (c) otherwise due under the contract.

- (d) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(e) Taxpayer Identification Number (TIN).

TIN: _____

- ☐ TIN has been applied for.
- ☐ TIN is not required because:
 - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
 - ☐ Offeror is an agency or instrumentality of a foreign government;
 - ☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

- ☐ Sole Proprietorship;
- ☐ Partnership;
- ☐ Corporate Entity (not tax exempt);
- ☐ Corporate Entity (tax exempt);
- ☐ Government Entity (Federal, State or local);
- ☐ Foreign Government;

- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(f) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
- ☐ Name and TIN of common parent:
 Name _____
 TIN _____
 (End of provision)

52.204-8 Annual Representations and Certifications (OCT 2018)

(a) (1) The North American Industry classification System (NAICS) code for this acquisition is 236118, 236220, 237110, 237310, and 237990.

(2) The small business size standard is _\$36.5M

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$250,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vii) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation. This provision applies to solicitations that include the clause at 52.204-7.

(xix) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xx) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$80,317, the provision with its Alternate II applies.

(D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxi) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiii) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxiv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

___ (i) 52.204-17, Ownership or Control of Offeror.

___ (ii) 52.204-20, Predecessor of Offeror.

___ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

___ (v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

___ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vii) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by

reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of Provision)

L.3. 52.225-18 PLACE OF MANUFACTURE (SEPT 2006)

(a) *Definitions.* As used in this clause—

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

- (1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) ☐ Outside the United States.

(End of provision)

L.4 AUTHORIZED CONTRACTOR ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name:
Telephone Number:
Address:

L.5 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN – CERTIFICATION (AUG 2009)

(a) *Definitions.* As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) *Certification.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of provision)

L.6. 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS
REPRESENTATION (NOV 2015)

(a) Definitions. “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations ([52.209-10](#)).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2](#)(b) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(c) Representation. The Offeror represents that.

- (1) It ☐ is, ☐ is not an inverted domestic corporation; and
- (2) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS
AND VIDEO SURVEILLANCE OR EQUIPMENT (AUG 2019)

(End of provision)

Place
Date

Letter of Guaranty No.

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by an other authority, up to the sum of ***[amount equal to 20% of the contract price in U.S. dollars during the period ending with the date of final acceptance and 10% of the contract price during contract guaranty period]***, which represents the deposit required of the Contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract ***[contract number]*** for ***[description of work]*** at ***[location of work]*** in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and ***[name of contractor]*** of ***[address of contractor]*** on ***[contract date]***, plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer's written request until the date of payment.

The undersigned agrees and consents that said contract may be modified by Change Order or Supplemental Agreement affecting the validity of the guaranty provided, however, that the amount of this guaranty shall remain unchanged.

The undersigned agrees and consents that the Contracting Officer may make repeated partial demands on the guaranty up to the total amount of this guaranty, and the bank will promptly honor each individual demand.

This letter of guaranty shall remain in effect until 3 months after completion of the guaranty period of Contract requirement.

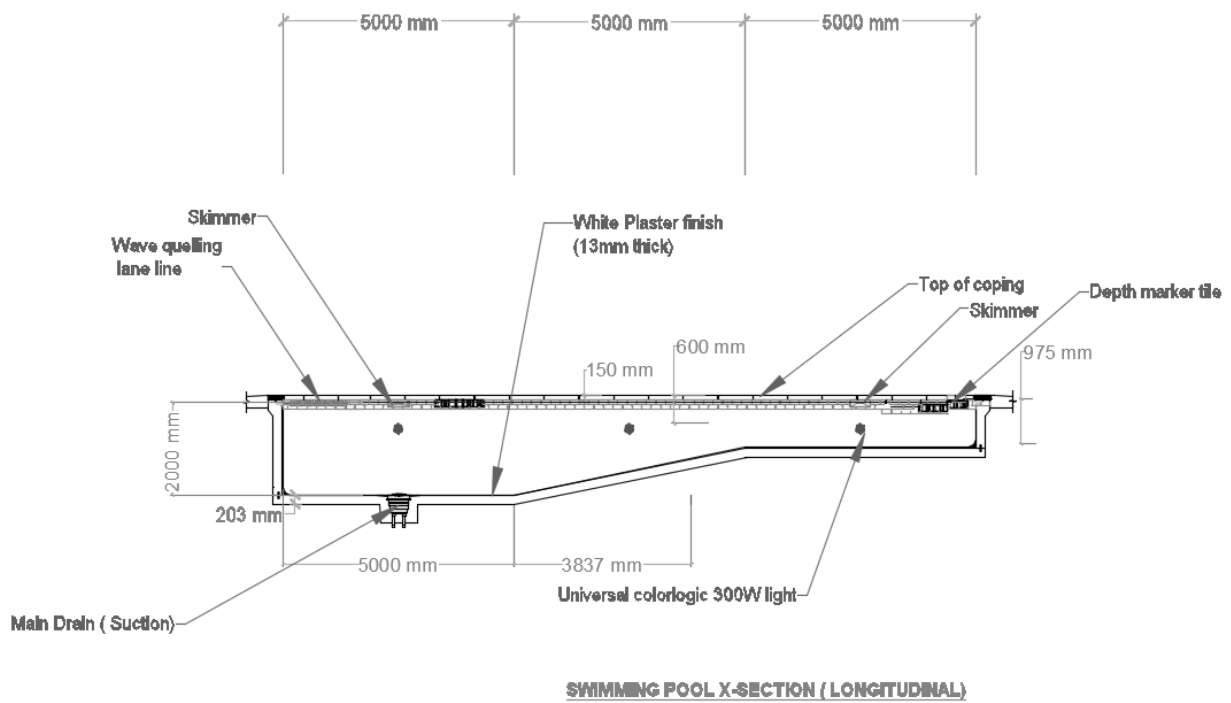
Depository Institution:	<u>[name]</u>
Address:	_____
Representatives:	Location: _____
_____	State of Inc.: _____
_____	Corporate Seal: _____

Certificate of Authority is attached evidencing authority of the signer to bind the bank to this document.

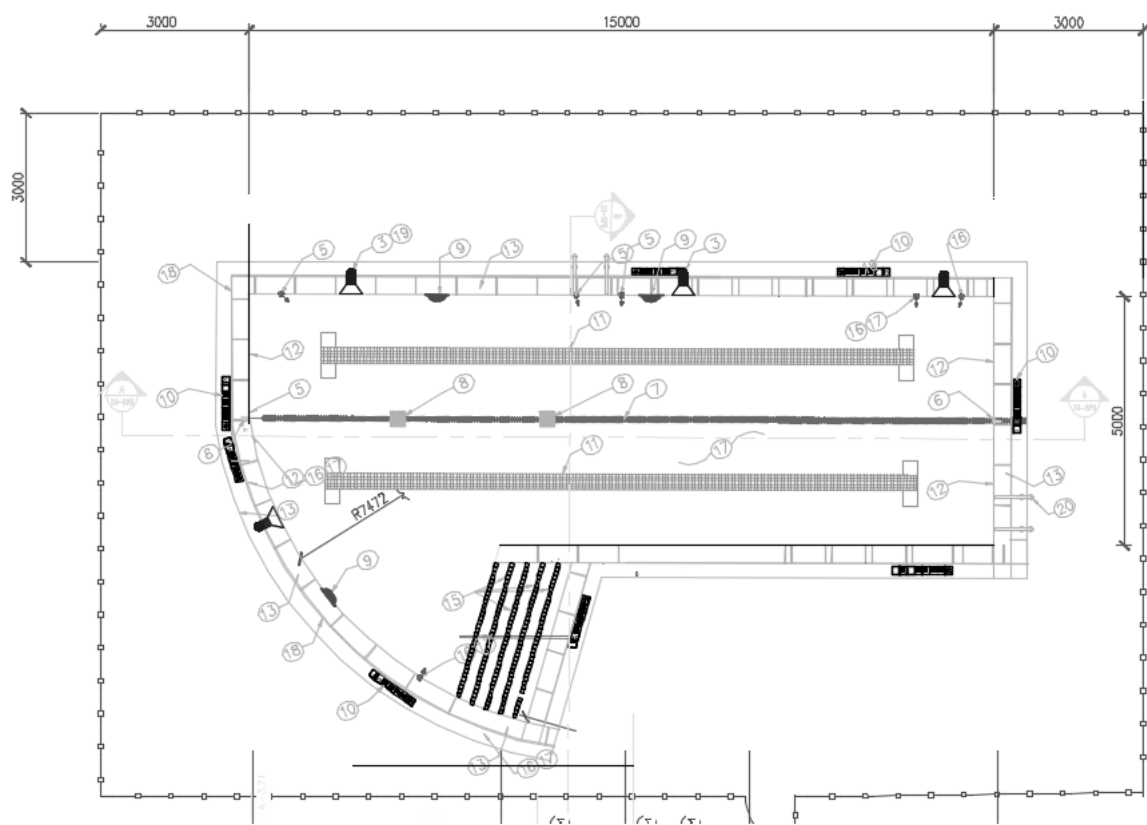
PROPOSAL PRICE: _____

ATTACHMENT 2 – POOL DRAWINGS

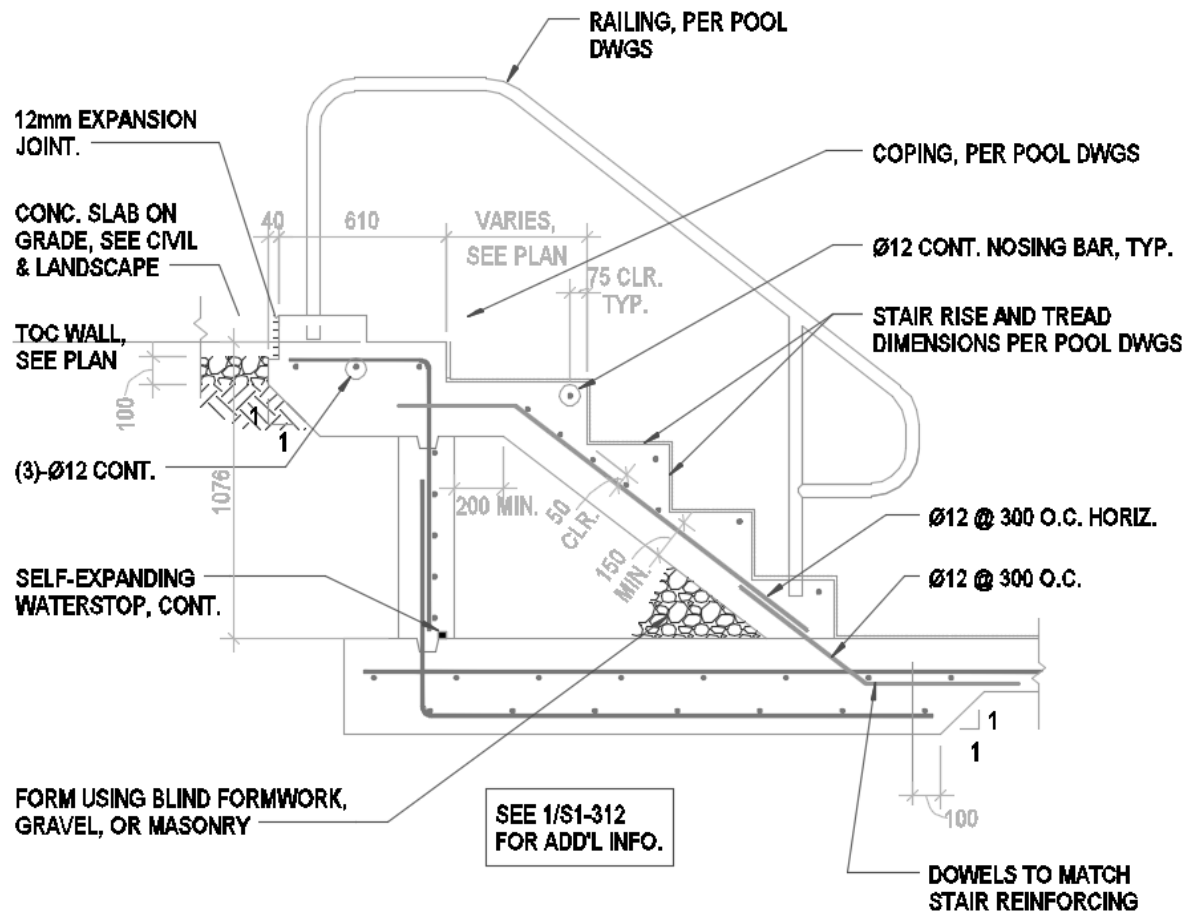
Drawing 1- Pool Elevation



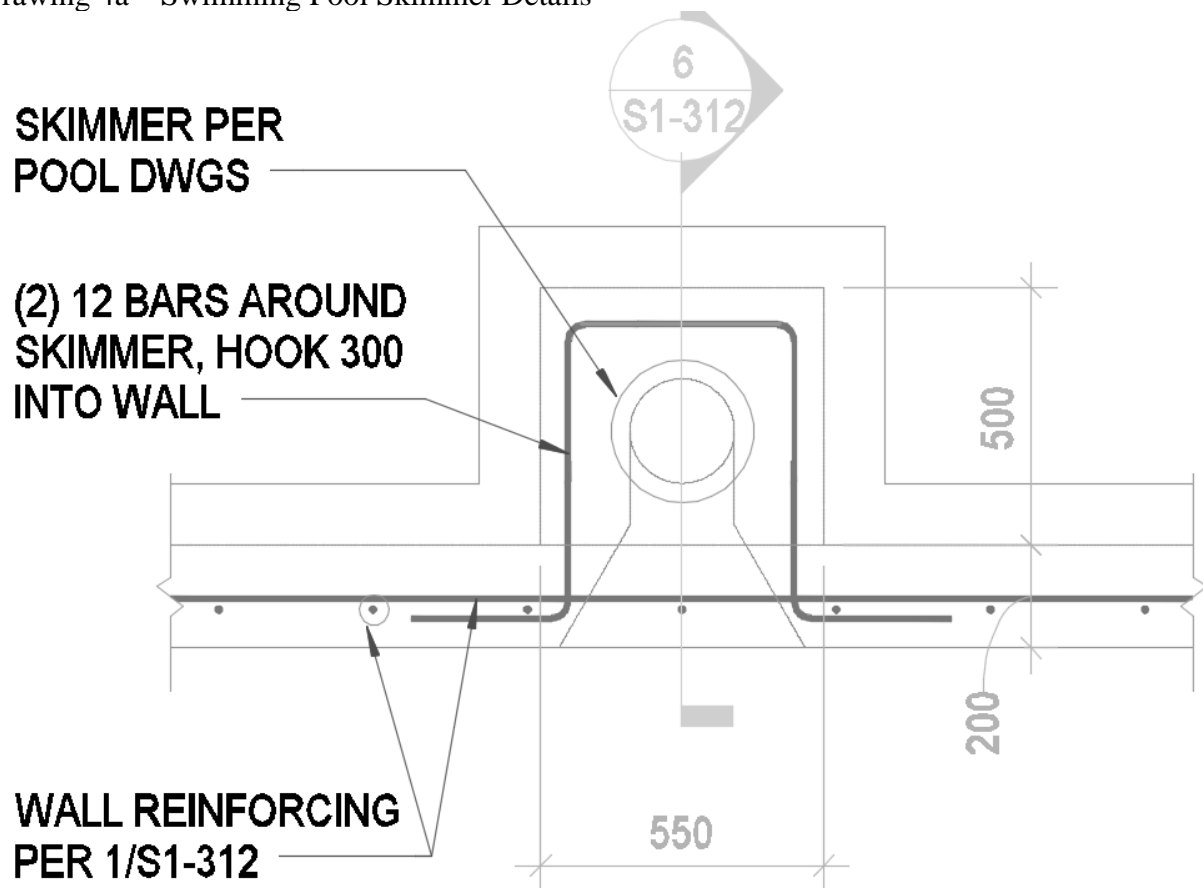
Drawing 2- Pool Plan



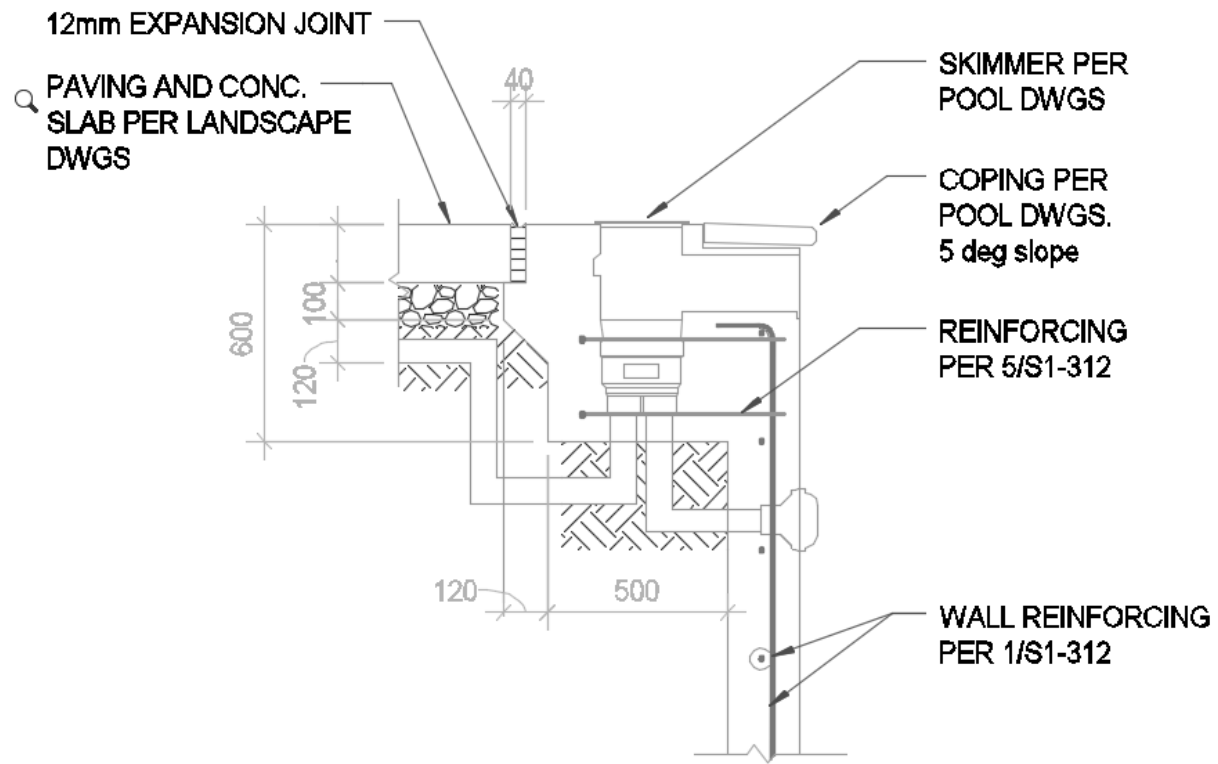
Drawing 3- Pool Stairs



Drawing 4a – Swimming Pool Skimmer Details

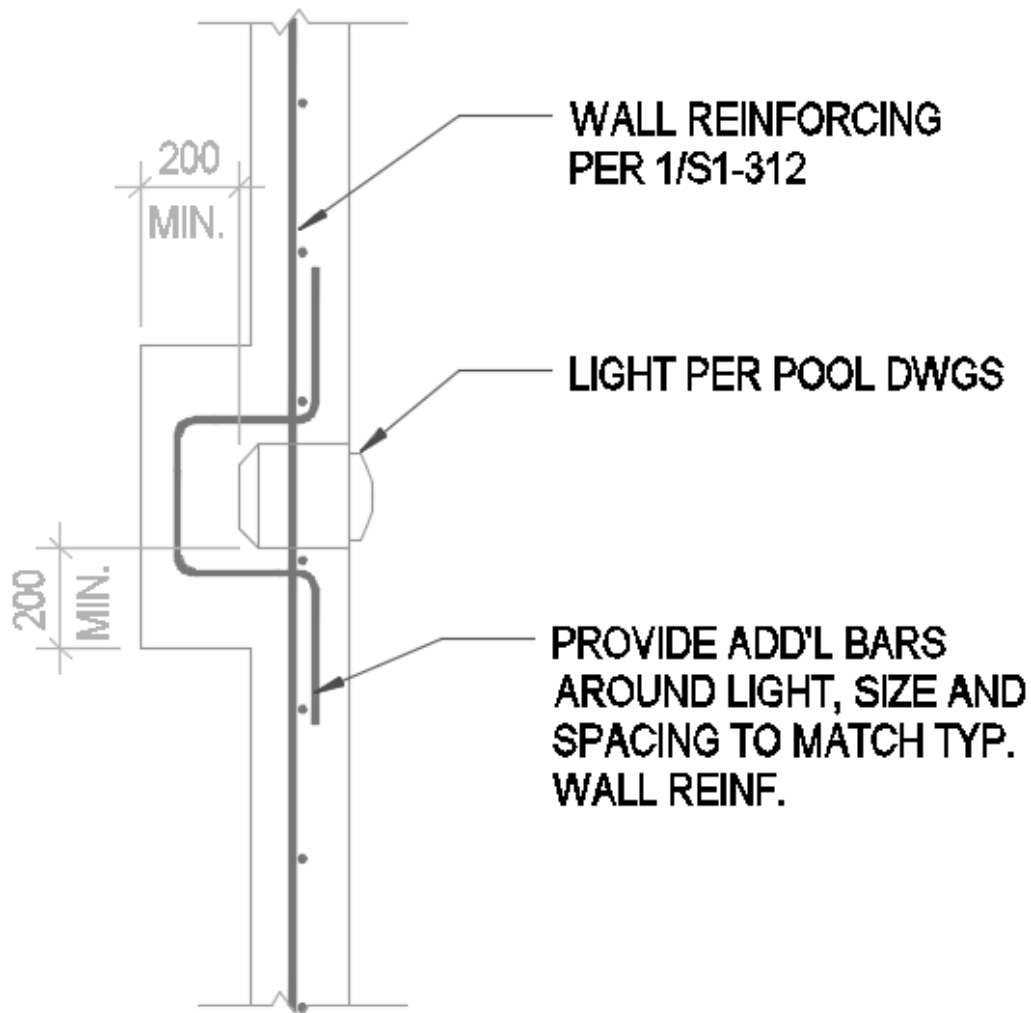


Drawing 4b- Swimming Pool Skimmer Details (Continued)



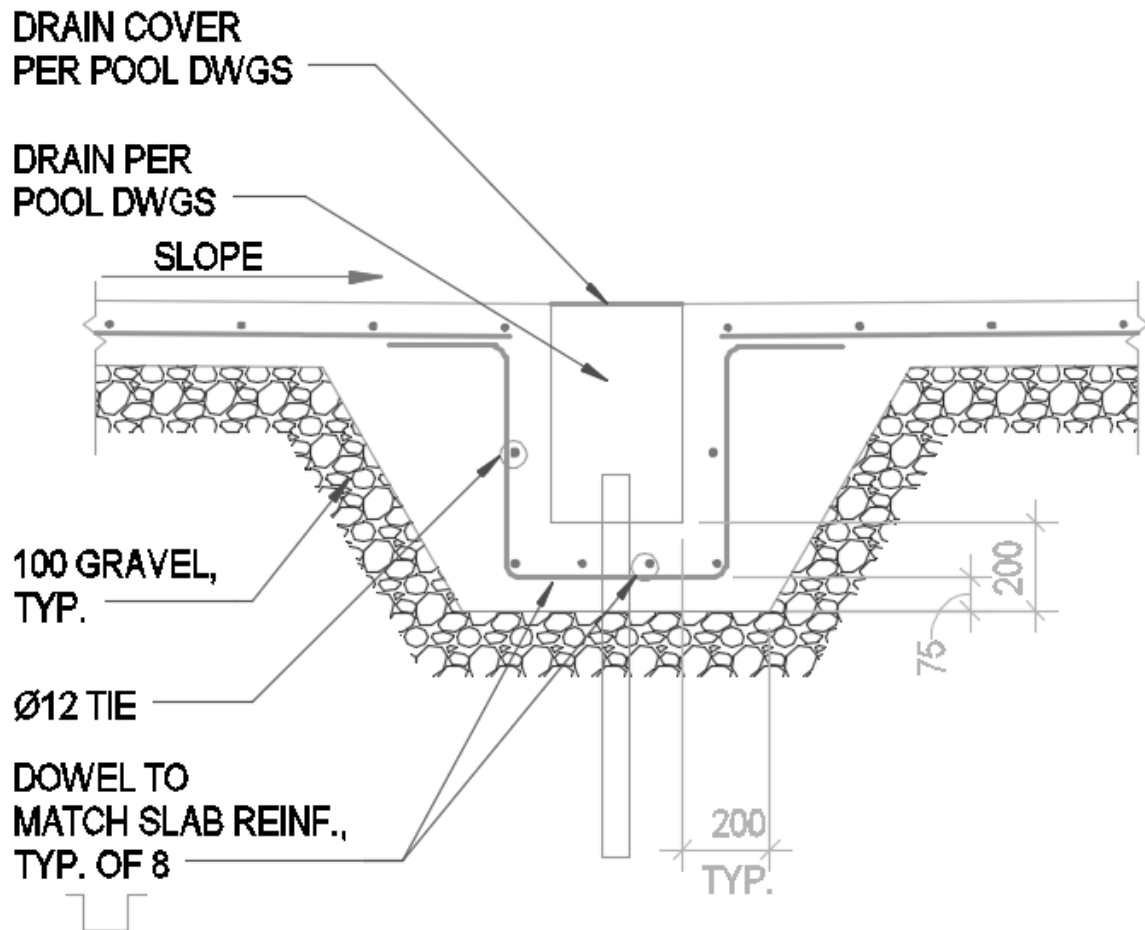
SKIMMER DETAIL

Drawing 5- Underwater Light Detail



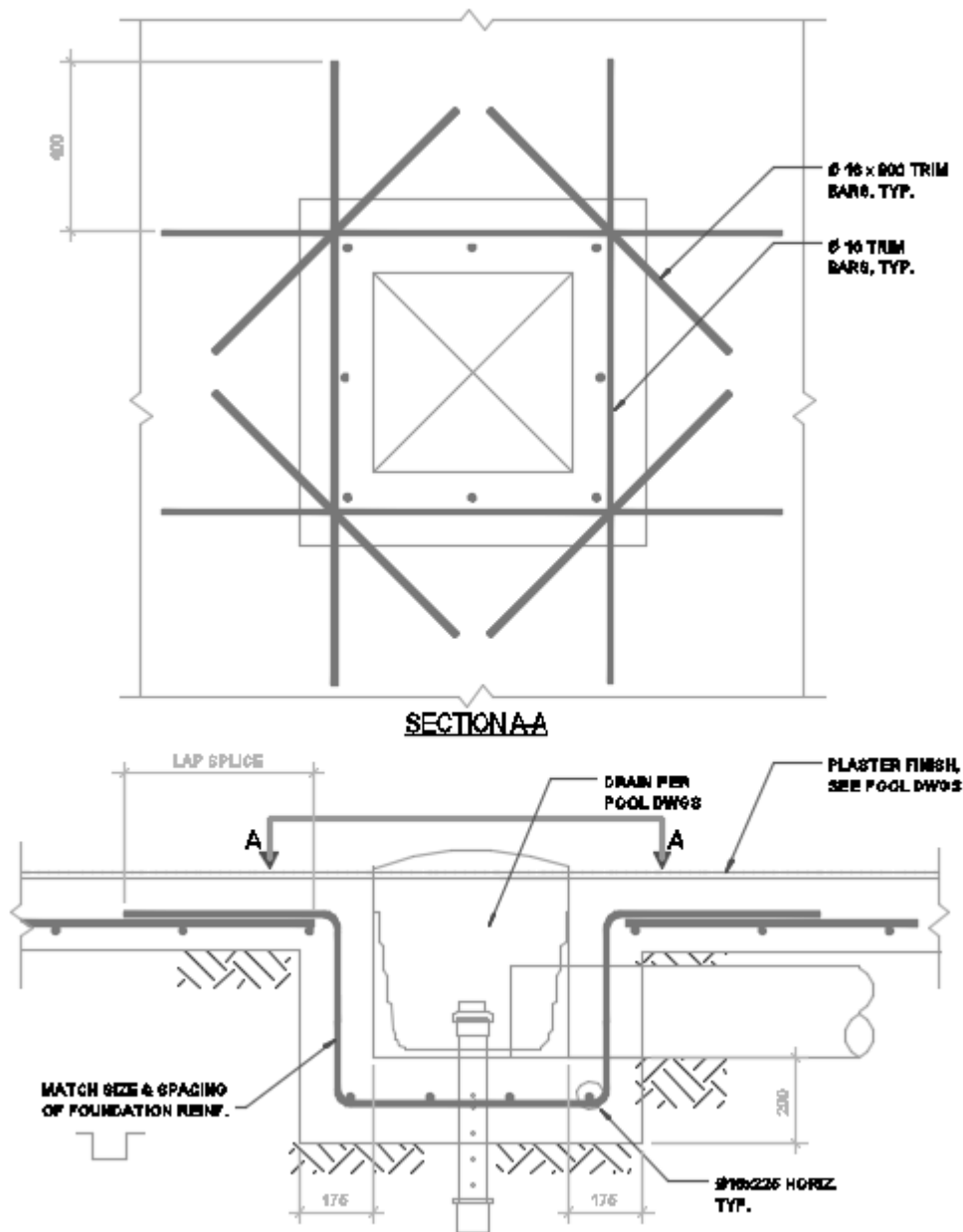
UNDERWATER LIGHT DETAIL

Drawing 6- Bottom Drain Detail

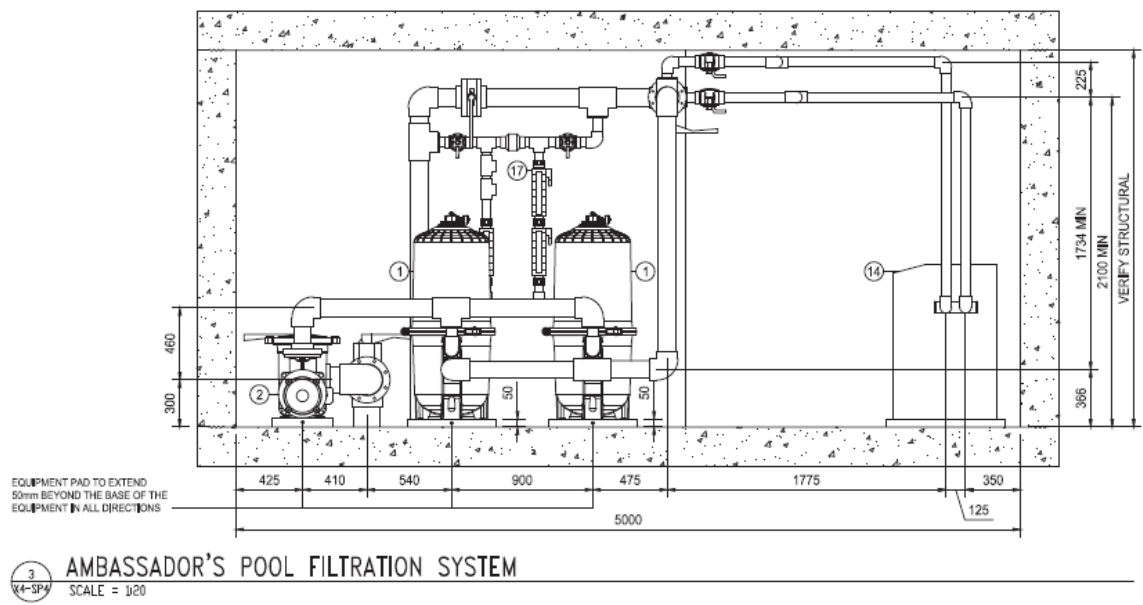


BOTTOM DRAIN DETAIL

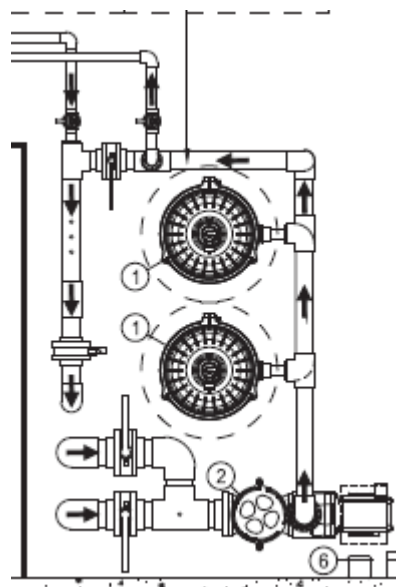
Drawing 7- Pool Drain Details



Drawing 8- Pool Pumping Station



Drawing 9- Pump Room Layout



ATTACHMENT 3 – POOL SPECIFICATIONS

Specification 1- Pool Characteristic/Design Data

Length	15M
Width	5M
Water Surface area	153 SQM
Perimeter	50M
Volume	160 CM
Pool Turnover	25CM/Hr
Filtration type	Sand filter
Filtration rate	20 CM/H/CM
Filtration area required	1.6 SM
Filter back wash rate	20CM/H/CM
Back wash Volume	2.2 CM per filter

Specification 2- Swimming Pool Safety Check List and Specifications

Swimming pool safety check list:

The Department swimming pool safety standard specifies requirements for all swimming pools on Department overseas properties. Understanding the risks and hazards of swimming pools, knowing required safeguards and practicing drowning prevention will make pool use a safe and enjoyable experience for all.

Drowning risks are substantially reduced when a barrier surrounds the pool and adult supervision is provided during pool use. Pool alarms, door alarms and pool covers can supplement but not substitute for proper barriers and supervision. Ensuring proper barriers and providing adult supervision are the cornerstones of the Department's drowning prevention efforts. Drowning prevention begins by restricting unintentional access to the swimming pool. A barrier must surround every pool and:

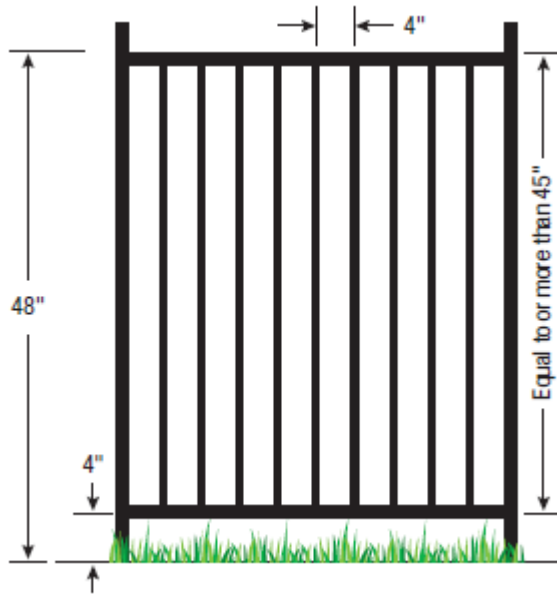
- 1) Be at least 4 feet high and non-climbable
- 2) Prevent direct access from buildings and wading pools
- 3) Limit the open space around the pool to pool related activities only
- 4) Be equipped with self-closing, self-latching lockable hardware on all gates
- 5) Gates must not open toward the pool and must never be propped

Pool Safety Checklist:

1. 4-foot barrier surround the entire pool?
2. Does the barrier around the pool limit the open area to pool related activities only?
3. Are all gates self-latching?
4. Are all gates self-closing?
5. Are all gates lockable at 4 ½ feet?
6. Are locks available for all gates?

10. Are pools free of entrapment and disembowelment hazards?
11. Is the pool deck non-slip and free of irregularities and fittings on walkway?
12. Are pool rules posted for community use pools? Exact wording to be provided.
13. Are depths marked at the side of the pool for each one-foot change?
17. Is the required rescue and emergency response equipment situated within the pool area?
19. Are all electrical outlets in the pool area covered and GFCI protected?

Specification 3- Child Pool Barrier



Specification 4- Pedestrian Gates

Pedestrian Gates

These are the gates people walk through. Swimming pool barriers should be equipped with a gate or gates which restrict access to the pool.

Gates should open out from the pool and should be self-closing and self-latching. If a gate is properly designed and not completely latched, a young child pushing on the gate in order to enter the pool area will at least close the gate and may actually engage the latch.



Specification 5- Self closing, self latching lock install at least 54” above the ground.



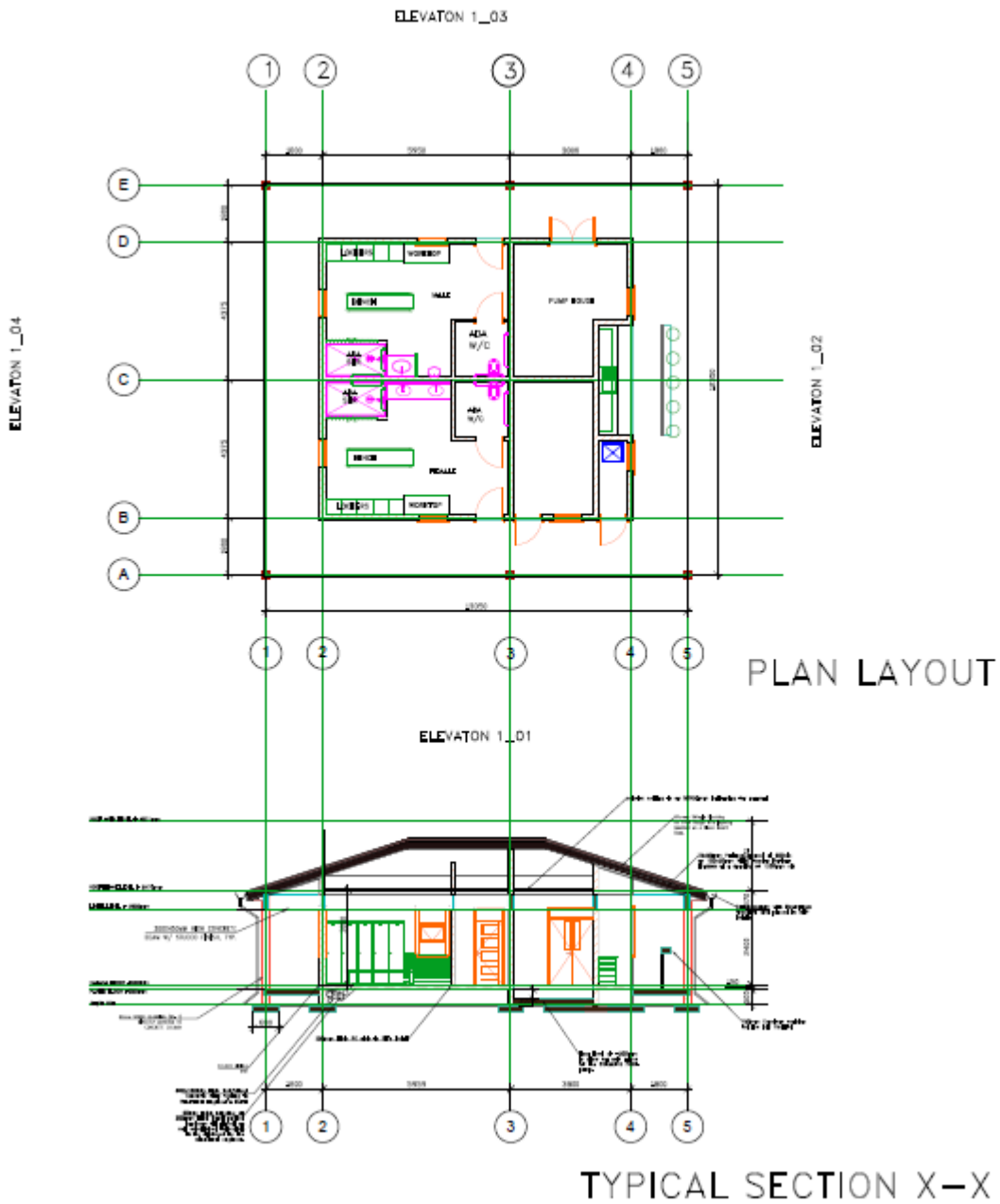
Specification 6- Machines/equipment specifications

Description	Size	Quantity	Location Installed
Pool circulation Centrifugal pump. Complete with end fittings into 100mm schedule 80 PVC pipe, Strainer, Controller/starter, surge protection. Self	240V/50Hz/Single phase. With end fittings into 100mm schedule 80 PVC pipe, Strainer. Delivery of 10000lit/Hr at 10m head, 5 m suction head.	2	Swimming Pool
Pool Power Distribution and Pumping station control panel	12 ways distribution board shall be 415V/ 3 phase/100Amp rated with Circuit Breaker of various sizes including: 32 Amp 3 phase, 20 Amp 3 phase, 20 Amp single phase, 15 Amp single phase and per load requirements.	1	
Pool sand filter tank complete with control valve and sand filter media (Grade A, Grade B, Grade C, Activated carbon)	300 lit swimming pool sand media tanks. Should handle pressure up to 5 bars.	2	
Heat pump	BTU:119,000 BTU, Compressor: Scroll, Controller: Digital, Coefficient of Performance: 6.2 kW:5.5 kW, Volts: 240 Hz:50 Hz, Phase: Single, Minimum Circuit Ampacity:42, Recommended Breaker Size:60 A, Min Flow Rate:15 GPM, Max Flow Rate:60 GPM, Weight:310 lbs, Refrigerant:R410A	1	
Shepherd hook	complete with 6m Aluminum handle.	1	
Life ring		1	
Vacuum cleaner line	complete 6m aluminum handle, 38 m hose, with brush and sucker	1	
Handheld leave	complete with 6m Aluminum handle.	1	

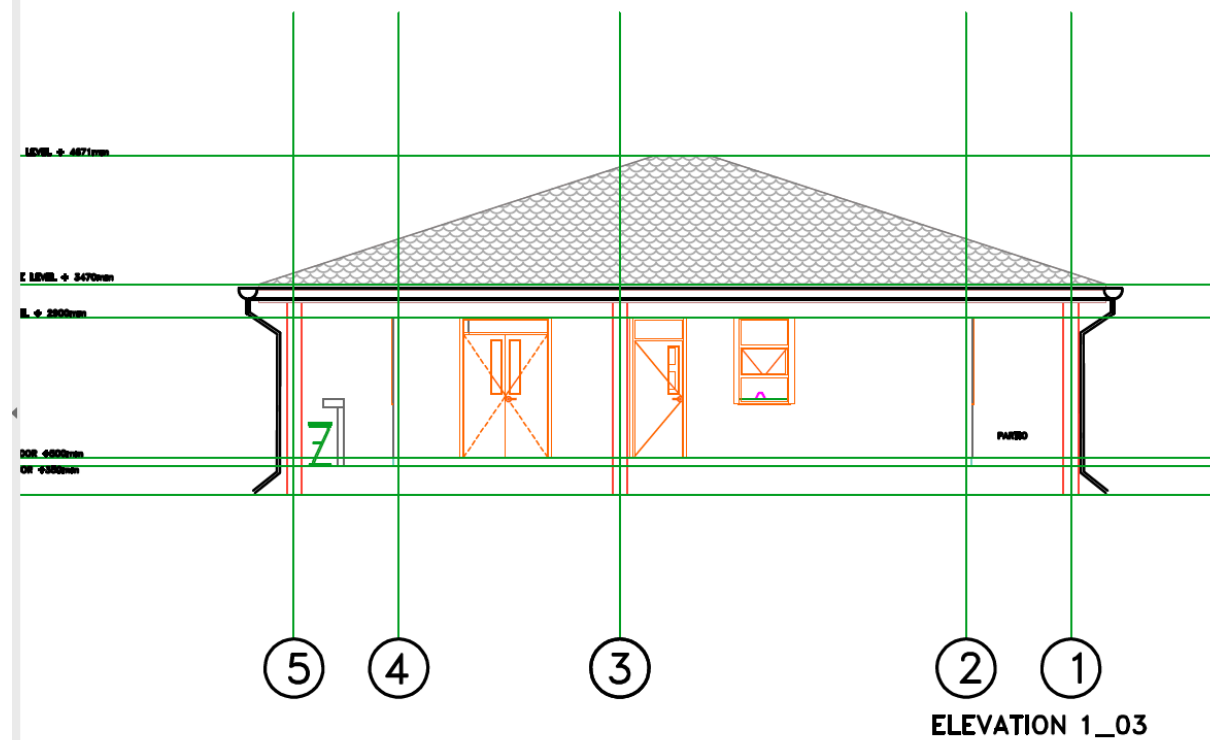
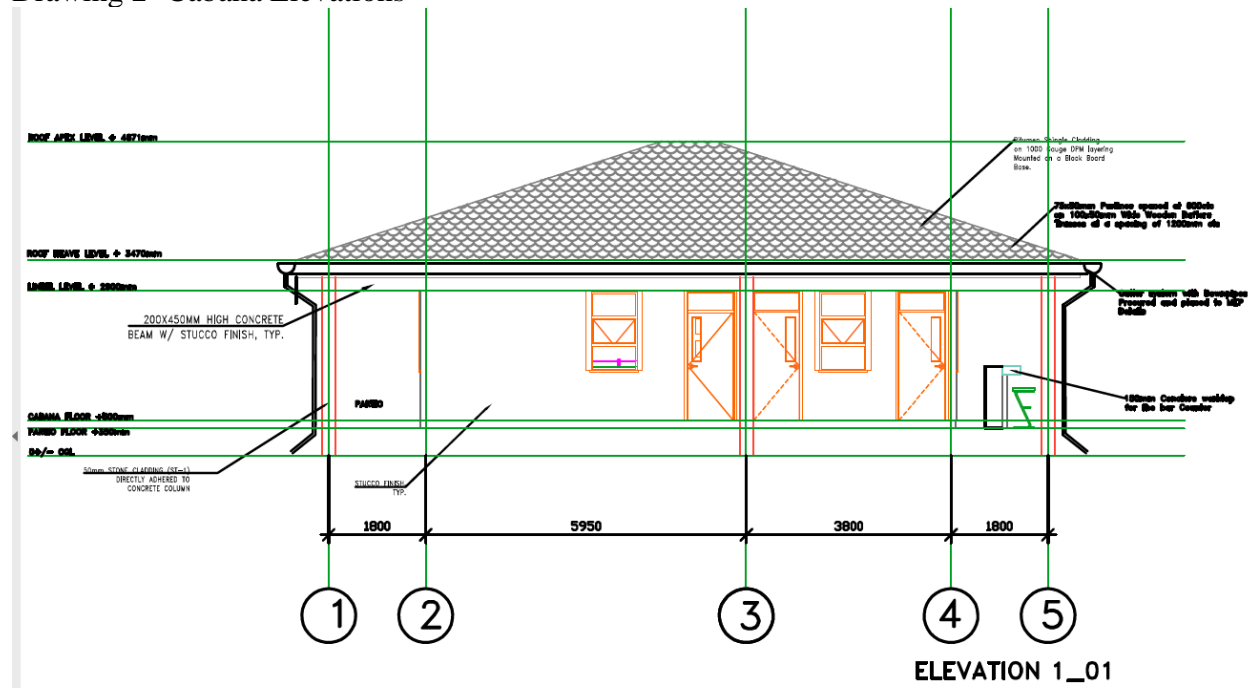
skimmer			
Pool brushes	complete with 6m Aluminum handle	1	
Pool Thermometer	Degree C graduations	2	
Pool test kit	With capability to measure Free Cl, Ph, Water Hardness, Alkalinity, Bromide	2	
Spare Nozzles	Set of: Wall inlet, Vacuum inlet, Floor inlet- each	6	
Spare pool lamp (Sealed Beam lights)	LED 240V/50Hz/single phase, Blue light	1	
Automatic CL dosing unit	Power 240V/50Hz/single phase	1	

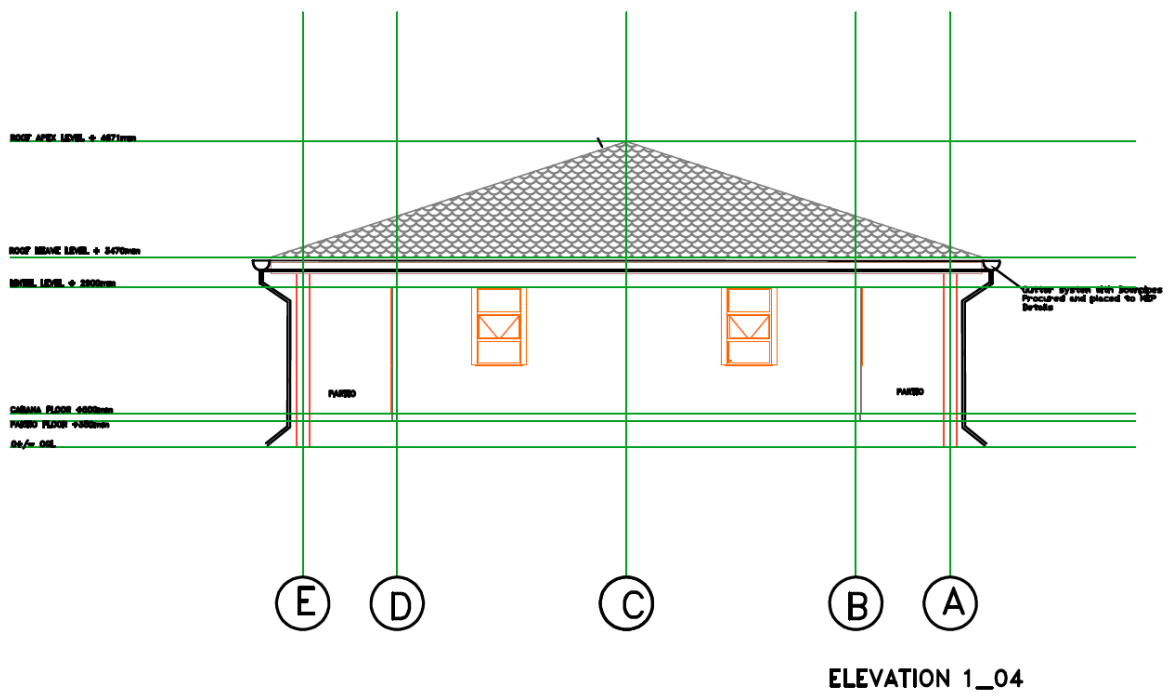
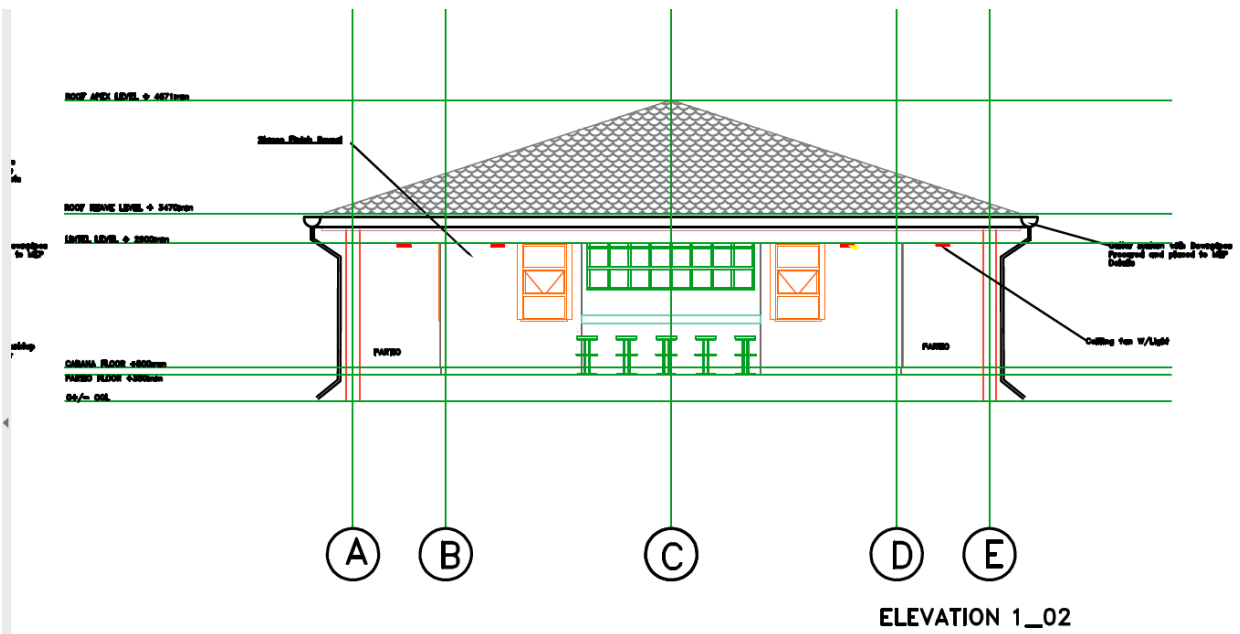
ATTACHMENT 4- CABANA DRAWINGS

Drawing 1- Cabana Plan Layout

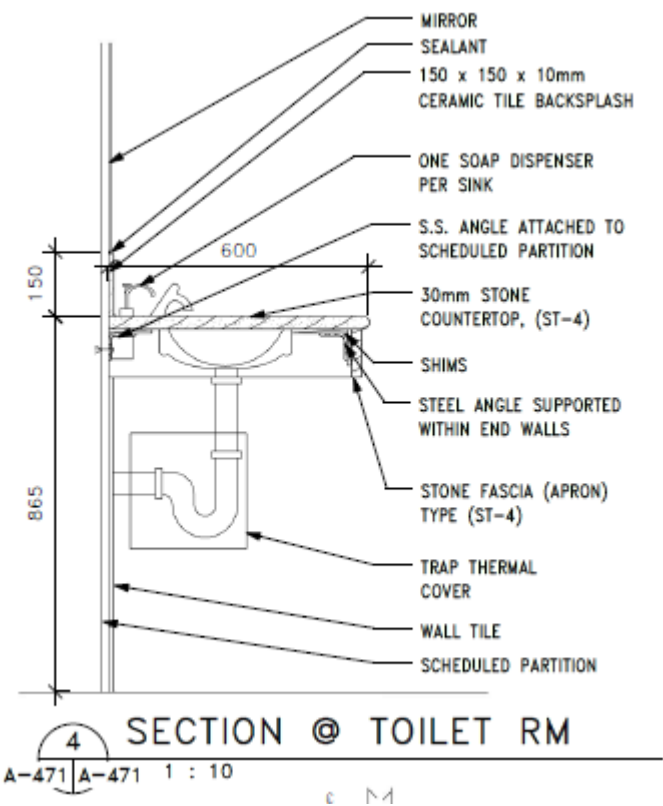


Drawing 2- Cabana Elevations

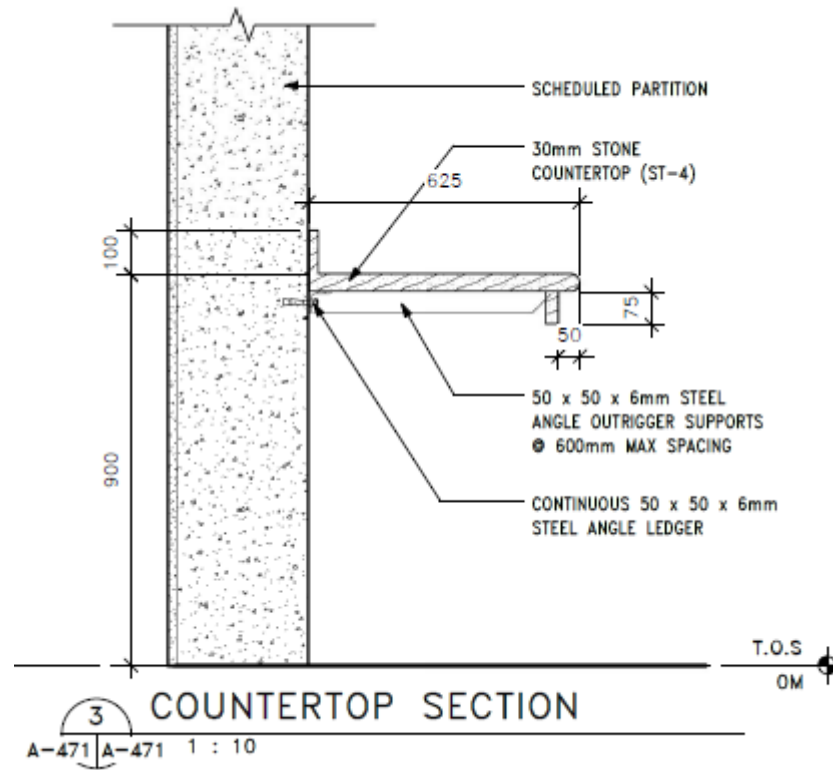




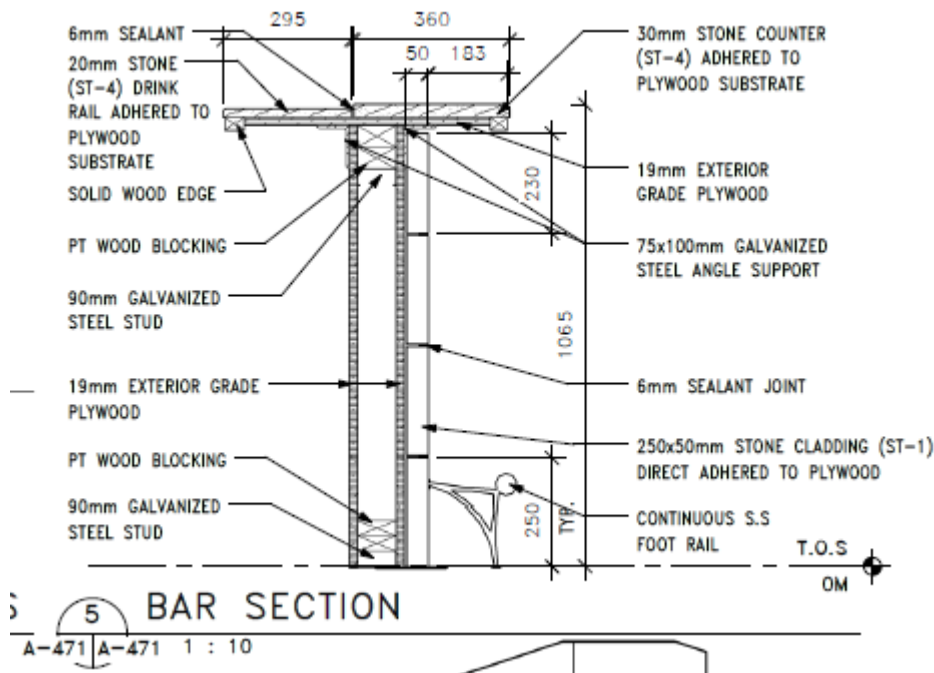
Drawing 3- Cabana Washroom Details



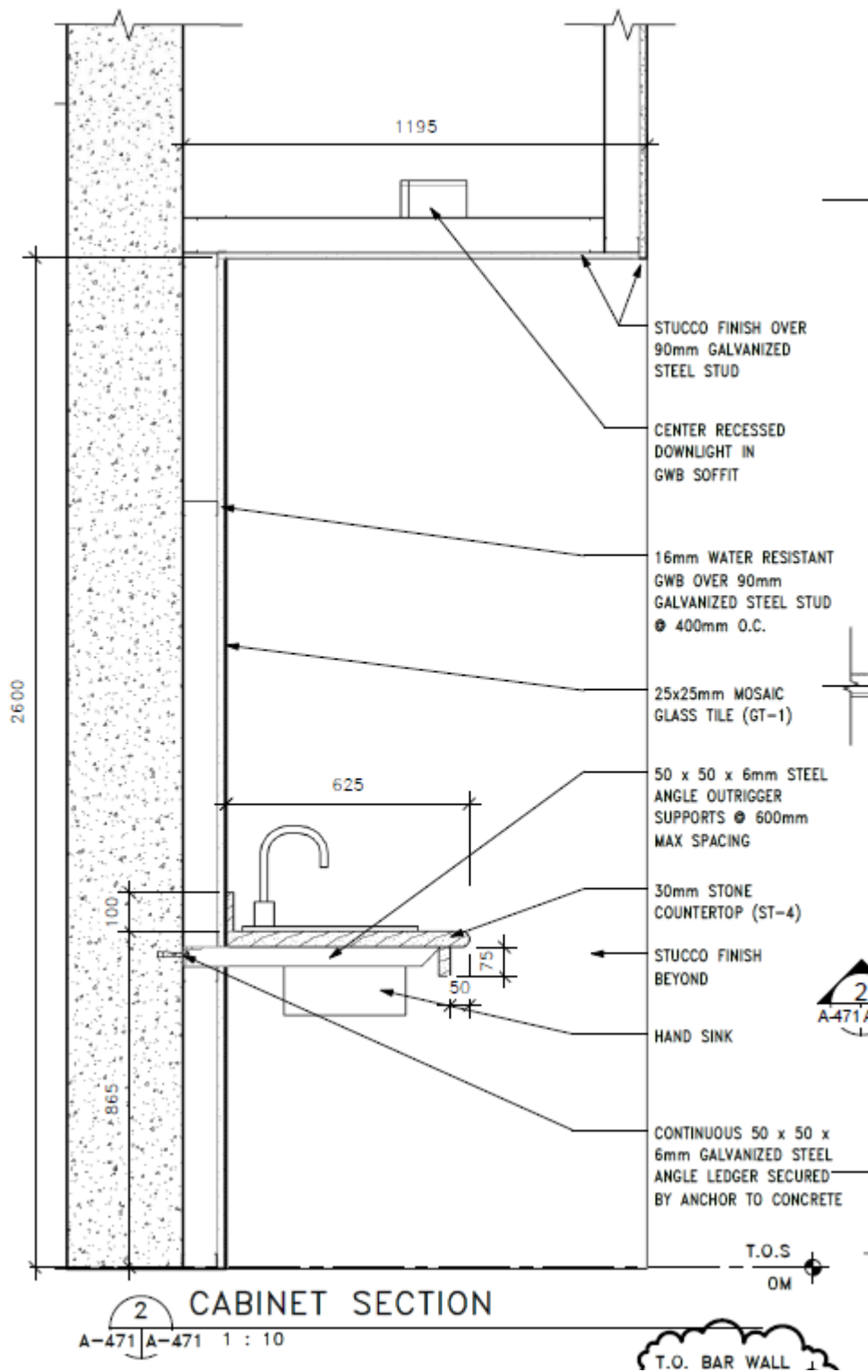
Drawing 4- Cabana Counter Top Details



Drawing 5- Cabana Bar Section



Drawing 6- Cabana Bar Section



ANT
TUD
EL
x EEL
RED
RETE

20mm
STONE
DRINK RAIL
(ST-4)

BAR STOOL
(GFGI)

30mm STONE
COUNTERTOP
(ST-4)

SOFFIT ABOVE

HAND SINK

1
A-471 | A-471

2
A-471 | A-471

3050

2150

1250

350

2150

350

4
A-371 | A-371

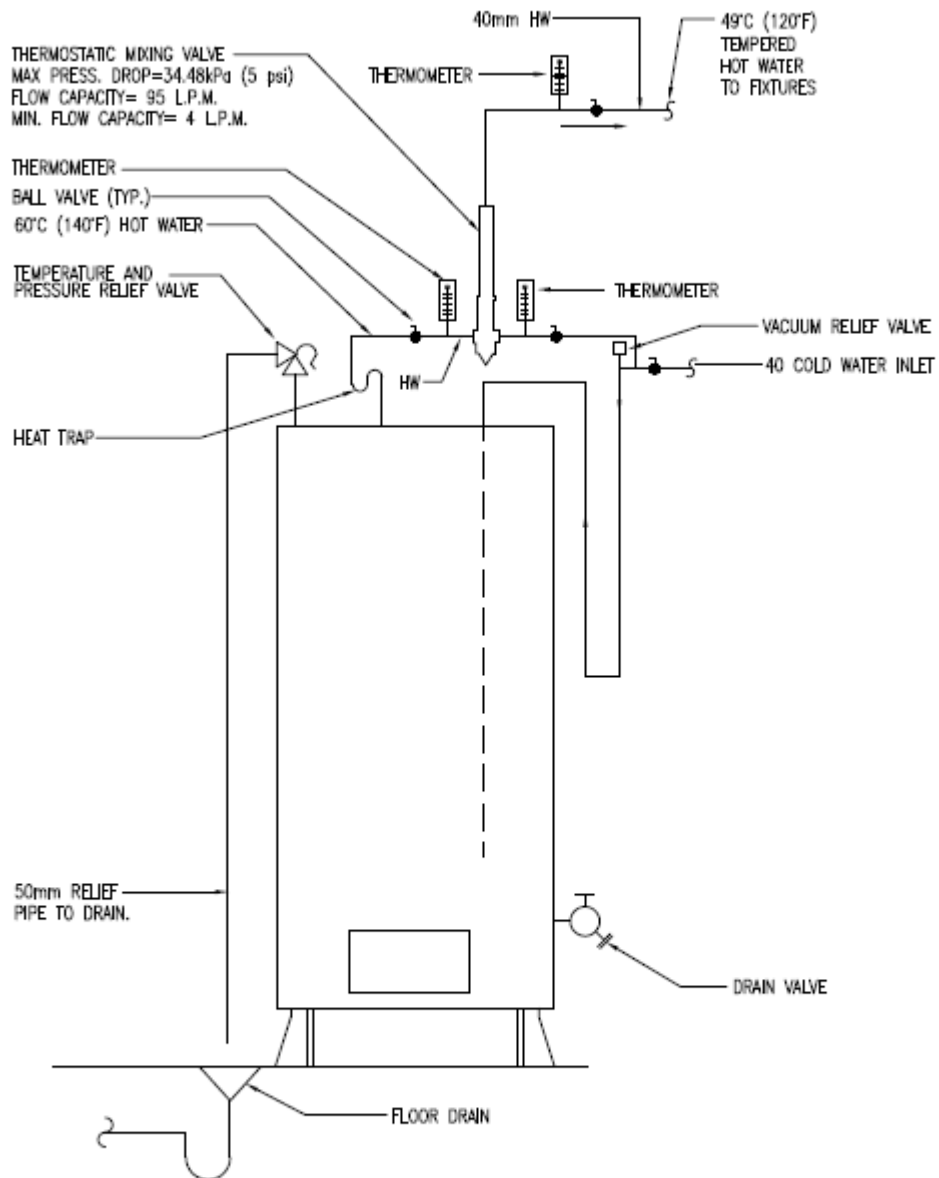
5
A-271 | A-471

6
Sim

BAR FLOOR PLAN

1 : 20

Drawing 8- Water Heater



1 DOMESTIC WATER HEATER
P-6701/P-6701 SCALE= NONE

ATTACHMENT 5- CABANA SPECIFICATIONS

PLUMBING FIXTURE SCHEDULE						
TAG	NAME	WASTE	VENT	COLD WATER	HOT WATER	REMARKS
P-1	WATER CLOSET	100	50	25	-	FLUSH VALVE TYPE (MOUNTED 381 mm TOP OF SEAT) ⚠
P-1A	WATER CLOSET (HC)	100	50	25	-	FLUSH VALVE TYPE (MOUNTED 457 mm TOP OF SEAT)
P-2A	URINAL	50	40	20		
P-3	LAVATORY	50	40	15	15	UNDER COUNTER MOUNTED LAVATORY
P-5	MOP SERVICE BASIN	75	50	15	15	FLOOR MOUNTED
P-10	SERVICE SINK	75	50	15	15	WALL HUNG, TRAP STANDARD
SH-1	SHOWER	75	40	15	15	
SH-1A	SHOWER (H.C.)	75	40	15	15	
HB-1	HOSE BIBB	-	-	15	-	20 MALE THREAD FOR STANDARD GARDEN HOSE
TPV-1	TRAP PRIMER VALVE	-	-	15	-	SUPPLY TYPE.
FD-1	FLOOR DRAIN	75	40	-	-	

WATER HEATER SCHEDULE									
TAG	TYPE	CAPACITY (LITERS)	ELECTRIC			RECOVERY RATE		MANUFACTURER AND MODEL	REMARKS
			KW	VOLT	PH	L/H	TEMP. RISE (°C)		
R-WH-101	ELECTRIC AUTO STORAGE	454	44	240	1	-	45	A.O.SMITH DSE-120	LOCATED IN MECH. ROOM
R-ET-101	EXPANSION TANK	57	-	-	-	-	-	TACO CAX84	LOCATED IN MECH. ROOM

WATER HAMMER ARRESTER SCHEDULE						
P.D.I. UNIT RATING	A	B	C	D	E	F
FIXTURE UNIT CAPACITY	1-11	12-32	33-60	61-113	114-154	155-330

Attachment 6: Swimming Pool Supplemental Requirements See pdf document.

Attachment 7- Topographical layout for Swimming Pool Project. See pdf document

Attachment 8- Geotechnical Reference for R13 Swimming Pool Project. See pdf document.

Attachment 9- Existing Services Layout. See pdf document

Attachment 10- Section Layout for Swimming and Cabana Project. See pdf document

Attachment 11- Elevation Layouts for Proposed Cabana. . See pdf document

Attachment 12- Sectional Details for Proposed Swimming Pool Project. See pdf document

Attachment 13-Swimming Pool and Cabana Plumbing Elevation. See pdf document

Attachment 14-Swimming Pool and Cabana Plumbing. See pdf document

Attachment 15-Swimming Pool and Cabana Septic Tank Details. See pdf document

Attachment 16-Water Quality Analysis- Municipal Water. See pdf document

Attachment 17-Water Quality Analysis- Borehole Water. See pdf document